

Boshuizen & Jaipal Car Export Co., Ltd. - General Terms and Conditions

1. Introduction

These General Terms and Conditions (hereinafter referred to as "Terms") govern the business relationship between Boshuizen & Jaipal Car Export Co., Ltd. (hereinafter referred to as "Company") and its clients and suppliers (hereinafter referred to as "Parties") regarding the export of cars overseas. By engaging in any form of transaction with the Company, the Parties expressly agree to be bound by these Terms.

2. Export of Cars

The Company specializes in exporting cars to various international destinations. The Parties acknowledge that exporting cars involves inherent risks including, but not limited to, transportation delays, damage during transit, customs clearance issues, regulatory compliance, and unforeseen market fluctuations affecting pricing.

3. Liabilities and Risks

3.1 The Company shall not be held liable for any damage, loss, or delay occurring during the transportation of cars, customs clearance procedures, or any events beyond its reasonable control.

3.2 The Parties acknowledge that the Company shall not be held responsible for any changes in market prices, taxes, tariffs, or regulatory requirements that may affect the transaction.

4. Conflicts and Disputes

4.1 Any conflicts, disputes, or disagreements arising out of or related to these Terms or the transactions conducted under them shall be resolved amicably through negotiation between the Parties.

4.2 If a conflict cannot be resolved through negotiation, the Parties agree to submit to the jurisdiction of the courts located in Chiang Mai, Thailand, to resolve any legal proceedings arising from the dispute.

5. Client Obligations

5.1 Clients shall provide accurate and complete information required for the export process, including shipping details, and relevant documentation.

5.2 If payment is made in instalments, there must be a maximum of four weeks between the penultimate and the last payment before shipment. Without full payment, the car remains the sole property of the supplier and no shipment can take place. If the payment term of the last payment term is exceeded, the supplier is entitled to sell the car and the buyer forfeits the previous payments made.

5.3 Clients shall be responsible for complying with all customs, import, and regulatory requirements of the destination country. The Company shall not be held liable for any consequences resulting from the failure of the client to meet these requirements.

6. Supplier Obligations

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6.1 Suppliers shall deliver cars to the Company's designated location in the condition as agreed upon. Any damages or discrepancies should be documented and reported promptly.

6.2 Suppliers shall ensure that the cars meet the required specifications and standards for export, including compliance with environmental regulations and safety standards.

7. Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary, financial, or sensitive information exchanged during the course of their business relationship.

8. Force Majeure

Neither Party shall be held liable for any failure or delay in performance under these Terms due to causes beyond their reasonable control, including but not limited to acts of nature, government actions, labor disputes, and unforeseen disruptions.

9. Amendments

These Terms may only be modified in writing and with the mutual agreement of both Parties.

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Thailand, excluding its choice of law principles. By engaging in any transaction with the Company, the Parties acknowledge that they have read, understood, and agreed to these General Terms and Conditions.

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